

Prepared by/record and return to:
John M. McGowan, Esquire
Walt Disney World Co..
P. O. Box 10,000
Lake Buena Vista, Florida 32830

Attention: Osceola County Recording Office
Cross Reference to Declaration recorded in Book 2338, Page 2780

**SUPPLEMENT TO COMMUNITY CHARTER
FOR CELEBRATION RESIDENTIAL PROPERTIES**

THIS SUPPLEMENT TO COMMUNITY CHARTER FOR CELEBRATION RESIDENTIAL PROPERTIES (this "Supplement") is made this 17th day of December, 2007, by **THE CELEBRATION COMPANY**, a Florida corporation ("Declarant") and **CARLYLE DEVELOPERS, INC.**, a Florida corporation ("Owner").

WITNESSETH

WHEREAS, on December 19, 1995, Declarant executed and recorded that certain Declaration of Covenants, Conditions, and Restrictions for Celebration Residential Properties in **Official Records Book 1298, Page 1889, et seq.**, of the Public Records of Osceola County, Florida (the "**Original Declaration**"); and

WHEREAS, on September 15, 2003, Declarant executed and recorded that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Celebration Residential Properties in **Official Records Book 2338, Page 2780, et seq.**, of the Public Records of Osceola County, Florida, as subsequently supplemented and amended by additional instruments recorded in the Public Records of Osceola County, Florida (the "**Charter**"), which Charter amended and restated the Original Declaration; and

WHEREAS, Owner is the owner of the real property described in **Exhibit "A"** attached hereto and made a part hereof ("**Carlyle Residences South at Celebration**"); and

WHEREAS, Carlyle Residences South at Celebration is currently subject to the terms, covenants, conditions and restrictions of that certain Declaration of Covenants, Conditions and Restrictions for Celebration Nonresidential Properties, recorded in **Official Records Book 1248, Page 28, et seq.**, in the Public Records of Osceola County, Florida, as subsequently supplemented and amended by additional instruments recorded in the Public Records of Osceola County, Florida (the "**Nonresidential Declaration**"); and

WHEREAS, Owner desires to develop and create a single-family residential condominium to be known as Carlyle Residences South at Celebration (the "**Use Conversion**"); and

WHEREAS, as a result of the Use Conversion, Carlyle Residences South at Celebration is being simultaneously removed from the Nonresidential Declaration and Declarant and Owner desire to submit Carlyle Residences South at Celebration to the terms of the Charter, consistent with the overall, uniform plan of development for Celebration; and

WHEREAS, pursuant to Section 17.1 and Section 17.5 of the Charter, Declarant and Owner may submit Carlyle Residences South at Celebration as additional property to the terms of the Charter ("**Additional Property**").

NOW, THEREFORE, pursuant to Section 17.1 and Section 17.5 of the Charter, Declarant, with the consent of Owner, hereby subjects Carlyle Residences South at Celebration to the provisions of this Supplement and the Charter. Carlyle Residences South at Celebration and the individual condominium units contained therein, shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplement and the Charter, both of which shall run with the title to Carlyle Residences South at Celebration and shall be binding upon all persons having any right, title, or any interest in Carlyle Residences South at Celebration, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplement shall be binding upon the Celebration Residential Owners Association, Inc. (the "**Association**") in accordance with the terms of the Charter.

ARTICLE I

Definitions

The definitions set forth in the Charter are incorporated herein by reference. Pursuant to the definition of "Unit" set forth in Section 3.1 of the Charter, the Carlyle Residences South at Celebration is comprised of the following one (1) condominium, containing 38 condominium Units:

CARLYLE RESIDENCES SOUTH AT CELEBRATION, A CONDOMINIUM

ARTICLE II

Neighborhood and Service Area Designation

2.1 **District.** Pursuant to Section 3.3 of the Charter, Carlyle Residences South at Celebration shall be assigned to the District known as Celebration Village (District 1).

2.2 **Neighborhood Assignment.** Pursuant to Section 3.2 of the Charter, the Additional Property shall be assigned to a newly-created Neighborhood to be known as Carlyle Residences South at Celebration Neighborhood (comprised of those Condominium Units more particularly described on Exhibit "B" attached hereto). Initially, the Additional Property shall not be assigned to a Service Area as defined in Section 3.4 of the Charter. Any future Service Area designation shall be subject to the terms of the Charter.

ARTICLE III

Lease Restrictions

3.1 **Lease Restrictions.** Pursuant to Section 7.1 and Section 7.2 of the Charter and Section 5 of Exhibit C to the Charter, all leases of Units within the Additional Property shall be for a term of no less than six (6) months.

ARTICLE IV

Celebration Foundation Contribution

4.1 **Required Contribution.** Coincident with each transfer of title to each Unit included in Carlyle Residences South at Celebration, the seller of the Unit shall, on the closing of such sale, be required to make a non-refundable contribution in the amount set forth below, to Celebration Foundation, Inc., a Florida non-profit corporation (the "Foundation") established for the purpose of sponsoring, coordinating and/or assisting the development of community activities and organizations within and benefiting the Residential Properties, and such other purposes as the directors and officers of such corporation shall determine from time to time. The Charter, by virtue of this Supplement, shall be deemed to impose a lien on each Unit to secure each Owner's obligation to make the aforementioned contribution, which lien may be foreclosed by Declarant or the Foundation, if such contribution is not paid to the Foundation coincident with the recordation of a deed transferring title to the Unit as aforesaid.

4.2 **Contribution Amount.** The amount of the contribution required to be made by each Owner as described above, shall be equal to Two Hundred Ninety Dollars (\$290.00) for the first transfer of each Unit with respect to which a contribution is required to be made pursuant to Section 4.2 above. For each subsequent transfer, the required contribution shall be equal to the amount originally required to be paid on the first transfer of the Unit as set forth above, multiplied by a fraction, the numerator of which shall be the "CPI" announced for the month immediately preceding the month in which such transfer occurs and the denominator of which shall be the "CPI" in effect as of June 1, 2001. For purposes of this Agreement, "CPI" shall mean the Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, All Items (1982-84 = 100) unadjusted, published from time to time by The Bureau of Labor Statistics U.S. Department of Labor, or such successor index as most reasonably approximates such Consumer Price Index.

ARTICLE V

Amendments

5.1 **By Declarant.** Declarant shall have the right to unilaterally amend this Supplement to the extent that Declarant has the right to such unilateral amendment as provided in Section 21.2 of the Charter.

5.2 **By Owner.** Except as provided above and otherwise specifically provided herein, this Supplement may be amended only by the affirmative vote or written consent, or any combination thereof, of the Owners of 75% percent of the Units contained within Carlyle Residences South at

Celebration (the "Unit Owners"), the written consent of the Association acting upon resolution of its Board of Directors, and, the consent of Declarant for so long as Declarant has an option to subject additional property to the Charter pursuant to Section 17.1 of the Charter.

Notwithstanding the above, no amendment adopted pursuant to this Section shall be effective to withdraw Carlyle Residences South at Celebration from the provisions of the Charter unless also approved by the Voting Members representing 75% percent of the Owner Membership and by Declarant, if The Celebration Company Membership exists. The percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. To be effective, any amendment must be recorded in the public records of Osceola County, Florida.

If the owner of Carlyle Residences South at Celebration or a Unit Owner consents to any amendment to this Supplement, it will be conclusively presumed that such owner has the authority so to consent, and no contrary provision in any mortgage or contract between the owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke or modify any right or privilege of Declarant without its written consent or the written consent of the assignee of such right or privilege.

This Supplement to Community Charter for Celebration Residential Properties may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Declarant and Owner have executed this Supplement this 17th day of December, 2007, and the Association joins herein solely to acknowledge, pursuant to Section 17.5 of The Charter, that Carlyle Residences South at Celebration is being submitted to the terms of the Charter and the jurisdiction of the Association.

Signed, sealed and delivered
in the presence of:

Kathleen Vorheis

Kathleen Vorheis (Printed Name)

Jeanette Manent

Jeanette Manent (Printed Name)

THE CELEBRATION COMPANY,
a Florida corporation

By: Matthew Kelly

Name: Matthew Kelly

Title: President

STATE OF FLORIDA

COUNTY OF Osceola

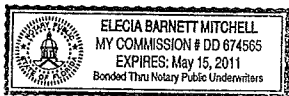
The foregoing instrument was acknowledged before me this 17th day of December, 2007, by Matthew Kelly, as President of **THE CELEBRATION COMPANY**, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

[Affix Notary Stamp/Seal]

Elecia Barnett Mitchell

NOTARY PUBLIC

Print Name: Elecia Barnett Mitchell



Signed, sealed and delivered
in the presence of:

CARLYLE DEVELOPERS, INC., a
Florida corporation

Karla Delgado
KARLA DELGADO (Printed Name)

Evelyn Rinato
EVERLYN RINATO (Printed Name)

By: Donald E. Hempel

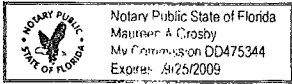
Name: Donald E. Hempel

Title: Vice President

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 17 day of December, 2007, by DONALD E. HEMPEL, as Vice President of CARLYLE DEVELOPERS, INC., a Florida corporation, , on behalf of said corporation. He is personally known to me or has produced _____ as identification.

[Affix Notary Stamp/Seal]



Maureen Crosby
NOTARY PUBLIC
Print Name: Maureen Crosby

Signed, sealed and delivered
in the presence of:

Teresa Muechler

Teresa Muechler (Printed Name)

RJ Hughes

RICHARD J. HUGHES (Printed Name)

CELEBRATION RESIDENTIAL OWNERS
ASSOCIATION, INC., a Florida not-for profit
corporation

By: [Signature]

Name: Alex Eissinmann

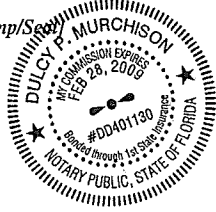
Title: President

STATE OF FLORIDA

COUNTY OF osceola

The foregoing instrument was acknowledged before me this 14th day of December, 2007, by ALEX EISSINMANN, as President of **CELEBRATION RESIDENTIAL OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. ~~She~~ is personally known to me or [] has produced _____ as identification.

[Affix Notary Stamp/Seal]



Dulcy P. Murchison

NOTARY PUBLIC

Print Name: DULCY P. Murchison

12/13/2007
920443_1.DOC

JOINDER AND CONSENT TO
SUPPLEMENT TO COMMUNITY CHARTER
FOR CELEBRATION RESIDENTIAL PROPERTIES

SUNTRUST BANK, a national banking association (the "Mortgagee"), as the mortgagee, pursuant to that certain Mortgage and Security Agreement recorded August 24, 2004 in Official Records Book 2582, Page 1040, and that certain Mortgage and Security Agreement recorded June 4, 2005 in Official Records Book 2796, Page 2739, both of the Public Records of Osceola County, Florida and various related loan and security documents (collectively, the "Loan Documents"), of Carlyle Residences South at Celebration, hereby joins in the execution of, and consents to this Supplement to Community Charter for Celebration Residential Properties solely for purposes of consenting to the execution of this Supplement by Carlyle Developers, Inc. and hereby agrees and affirms that the lien of the Loan Documents and all related documents is and shall be inferior and subordinate to this Supplement and the Charter.

IN WITNESS WHEREOF, Mortgagee has caused this Joinder and Consent to be executed this 6th day of December, 2007.

Witnessed by:

J. H. Paulsen III

Print Name: Jacob H Paulsen III

Mayra Santiago

Print Name: Mayra Santiago

SUNTRUST BANK, a national banking association

By: C. W. Mazorek

Print Name: Carl W Mazorek

Its: First Vice President

STATE OF FLORIDA

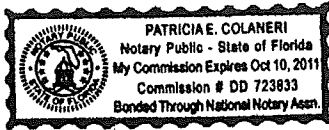
COUNTY OF Orange

The foregoing Joinder and Consent was acknowledged before me this 6th day of December, 2007, by CARL W. MAZOREK, as 1st Vice President of SUNTRUST BANK, a national banking association, on behalf of the same. He/She is personally known to me or has produced known as identification and did not take an oath.

Patricia E. Colaneri
Notary Public

Print Name: PATRICIA E. COLANERI

My Commission Expires:



JOINDER AND CONSENT TO
SUPPLEMENT TO COMMUNITY CHARTER FOR
CELEBRATION RESIDENTIAL PROPERTIES

THE SPIRTIS FAMILY LIMITED LIABILITY LIMITED PARTNERSHIP, a Florida limited partnership (the "Mortgagee"), as the mortgagee, pursuant to that certain Mortgage recorded in Official Records Book 2582, Page 1074, Public Records of Osceola County, Florida and various related loan and security documents (collectively, the "Loan Documents"), of the Carlyle Residences South at Celebration, hereby joins in the execution of, and consents to this Supplement to Community Charter for Celebration Residential Properties solely for purposes of consenting to the execution of this Supplement by Carlyle Developers, Inc. and hereby agrees and affirms that the lien of the Loan Documents and all related documents is and shall be inferior and subordinate to this Supplement and this Charter.

IN WITNESS WHEREOF, Mortgagee has caused this Joinder and Consent to be executed this 7 day of December, 2007.

IN WITNESS WHEREOF, Mortgagee has caused this Joinder and Consent to be executed this 7 day of December, 2007.

THE SPIRTIS FAMILY LIMITED LIABILITY
LIMITED PARTNERSHIP, a Florida limited
partnership

By: [Signature]
SPIRTIS FAMILY CORP., A Florida
corporation

By: [Signature]
MARK SPIRTIS
Its: President

[Signature]

Print Name: Dawn Schwebel

[Signature]

Print Name: Bernard Spirtis

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing Joinder and Consent was acknowledged before me this 7 day of December, 2007 by MARK SPIRTIS, as President of SPIRTIS FAMILY CORP., a Florida corporation, General Partner of THE SPIRTIS FAMILY LIMITED LIABILITY LIMITED PARTNERSHIP, a Florida limited partnership. He is personally known to me or has produced _____ as identification and did not take an oath.

[Signature]
Notary Public

Print Name: Dawn Schwebel

My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
DAWN SCHWEBEL
COMMISSION # DD362841
EXPIRES: OCT. 14, 2008
Bonded Thru Atlantic Bond & Co., Inc.

EXHIBIT "A"

LEGAL DESCRIPTION

A portion of Lot 372 of the plat of "REPLAT NUMBER 8 OF CELEBRATION VILLAGE UNIT 2" as recorded in Plat Book 10, Pages 79 through 81 of the Public Records of Osceola County, Florida lying in Section 18, Township 25 South, Range 28 East, Osceola County, Florida, also being described as follows:

Commence at the Southeast corner of Lot 372 of the plat of "REPLAT NUMBER 8 OF CELEBRATION VILLAGE UNIT 2" as recorded in Plat Book 10, Pages 79 through 81 of the Public Records of Osceola County, Florida; thence N.88°28'04"W. along the Southeast line of said Lot 372 for 20.00 feet to the POINT OF BEGINNING; thence along the Southeast line of said Lot 372 the following four(4) courses: continue N.88°28'04"W. for 28.16 feet; thence N.43°27'56"W. for 48.94 feet; thence S.87°25'19"W. for 47.31 feet; thence S.46°31'56"W. for 5.20 feet; thence departing said Southeast line run N.01°31'58"E. for 51.48 feet; thence S.88°28'02"E. for 22.71 feet; thence N.01°31'58"E. for 49.00 feet; thence N.88°28'02"W. for 21.00 feet; thence N.01°31'58"E. for 18.79 feet; thence N.88°28'02"W. for 183.52 feet; thence N.05°14'31"W. for 31.00 feet to a point on a non-tangent curve concave Northeasterly; thence Northwesterly along the arc of said curve, having a radius of 15.00 feet and a chord bearing of N.45°41'57"W., through a central angle of 64°37'00", for 16.92 feet to the point of tangency; thence N.13°23'27"W. for 4.52 feet to the point of curvature of a curve concave Easterly; thence Northerly along the arc of said curve, having a radius of 15.00 feet, through a central angle of 60°27'08", for 15.83 feet; thence N.21°53'09"W. for 23.05 feet; thence N.57°24'13"W. for 16.32 feet to the West line of Parcel B of the Memorandum of Lot Split as recorded in Official Records Book 1755, Page 2149 of the Public Records of Osceola County, Florida; thence along the West line of said Parcel B the following four (4) courses: run N.22°22'28"W. for 12.66 feet to the point of curvature of a curve concave Easterly; thence Northerly along the arc of said curve, having a radius of 100.00 feet, through a central angle of 15°27'33", for 26.98 feet to the point of tangency; thence N.06°54'55"W. for 10.82 feet to the point of curvature of a curve concave Easterly; thence Northerly along the arc of said curve, having a radius of 21.50 feet, through a central angle of 10°43'38", for 4.03 feet to a point on the North Line of said Lot 372; thence departing said West line run N.83°05'04"E. along said North line for 65.56 feet to the point of curvature of a curve concave Northerly; thence Easterly along the North line of said Lot 372 and along the arc of said curve, having a radius of 738.50 feet, through a central angle of 22°30'00", for 290.01 feet to the Northeast corner of said Lot 372, said corner being a point to a non-tangent curve concave Westerly; thence Southerly along the East line of said Lot 372 and along the arc of said curve, having a radius of 274.50 feet and a chord bearing of S.06°00'45"E., through a central angle of 15°05'22", for 72.29 feet to the point of tangency; thence S.01°31'56"W. along the East line of Lot 372 for 270.56 feet; thence continue S.01°31'56"W. for 53.83 feet to the POINT OF BEGINNING.

Containing 1.674 acres, more or less.

EXHIBIT "B"

The following condominium units, comprising of all of the units in Carlyle Residences South at Celebration, a Condominium, according to the Declaration of Condominium thereof, recorded in the Public Records of Osceola County, Florida, being recorded simultaneously with the Supplement to which this Exhibit is attached:

Building A-1

A1-101
A1-102
A1-103
A1-104
A1-105

A1-201
A1-202
A1-203
A1-204
A1-205

A1-301
A1-302
A1-303
A1-304
A1-305
A1-306
A1-307
A1-308
A1-309
A1-310

Building A-2

A2-101
A2-102
A2-103
A2-104

A2-201
A2-202
A2-203
A2-204

A2-301
A2-302
A2-303
A2-304
A2-305
A2-306

Building A-3

A3-201

Building A-4

A4-101

A4-201

Building A-5

A5-201